

## EXHIBIT 13

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Kenneth G. Eade &lt;keneade@gmail.com&gt;

**Re: [7-0232000038190] Your Request to Google**

3 messages

**removals@google.com** <removals@google.com>  
To: keneade@gmail.com

Wed, Feb 26, 2025 at 5:59 AM

Hello,

Thanks for reaching out to us.

It is unclear to us which specific copyrighted work or works are at issue in your claim of infringement. Could you please provide more detail by identifying the work(s)? It would be helpful if you could provide us with a link to an online copy or copies. Once we better understand the basis for your claim, we'll be able to review the issue and take appropriate action.

Regards,

The Google Team

For more information about our content removal process, see [g.co/legal](https://g.co/legal).

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**Report alleged copyright infringement**

Country of residence

France

Full legal name

Kenneth Eade

Company name

AMZ Sellers Attorney

Full legal name of the copyright holder you represent

Vyacheslav Shirokov

Contact email address

keneade@gmail.com

Identify and describe the copyrighted work

The Rail Ninja app, on Apple store at: <https://apps.apple.com/us/app/rail-ninja-train-tickets/id6450311501>

Where can we see an authorized example of the work?

At the Rail Ninja app: <https://apps.apple.com/us/app/rail-ninja-train-tickets/id6450311501>

On the Rail Ninja web site: <https://rail.ninja>

Allegedly infringing URLs

<https://play.google.com/store/apps/details?id=com.railmonsters&hl=en>

Attach a screenshot of the allegedly infringing material

Screen Shot 2025-02-25 at 9.10.29 AM.png

I have a good faith belief that use of the copyrighted materials described above as allegedly infringing is not authorized by the copyright owner, its agent, or the law.

Please check to confirm

The information in this notification is accurate and I swear, under penalty of perjury, that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please check to confirm

I understand that a copy of the notice may be sent to the developer of the affected content.

Please check to confirm

Signature

Kenneth Eade

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**Kenneth G. Eade** <keneade@gmail.com>  
To: Slava Shirokov <shirokov@firebirdtours.com>

Wed, Feb 26, 2025 at 11:24 AM

Kenneth G. Eade

Author/Attorney/Consultant

<http://kennetheade.com>

[http://www.amazon.com/Kenneth-Eade/e/B00EWT89RG/ref=ntt\\_athr\\_dp\\_pel\\_pop\\_1](http://www.amazon.com/Kenneth-Eade/e/B00EWT89RG/ref=ntt_athr_dp_pel_pop_1)

This communication is for its intended recipient only, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. This communication constitutes an electronic communication within the meaning of the Electronic Communications Privacy Act, 18 U.S.C. 2510, and its disclosure is strictly limited to the recipient intended by the sender of the message. This communication may contain confidential information and privileged material that is for the sole use of the intended recipient and receipt by anyone other than the intended recipient does not constitute a loss of the confidential or privileged nature of the communication. If you are not the intended recipient or the employee or agent responsible for delivering this communication to the intended recipient, you are hereby notified that any unauthorized use, dissemination, distribution or copying of this communication is strictly prohibited and may subject you to criminal or civil penalty. If you have received this communication in error, please notify us immediately by telephone (323-782-8802) or e-mail reply, and delete the message from your system, and destroy any hard copy you may have printed. Thank you.

[Quoted text hidden]

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**Kenneth G. Eade** <keneade@gmail.com>

Thu, Feb 27, 2025 at 9:37 AM

To: removals@google.com

Bcc: Slava Shirokov <shirokov@firebirdtours.com>, "michael@amazonsellers.attorney" <michael@amazonsellers.attorney>

Yes. The protected copyrighted work being infringed upon is a computer program running the dynamics of <http://rail.ninja> and this app: [https://play.google.com/store/apps/details?id=ninja.rail.firebird&hl=en\\_US](https://play.google.com/store/apps/details?id=ninja.rail.firebird&hl=en_US) and <https://apps.apple.com/it/app/rail-ninja-train-tickets/id6450311501>. The rights owner has applied for expedited registration of the copyright with the US Copyright Office on February 24, 2025 (No. 1-14803784171.). I have attached the development contract, which is between the rights owner and the same developer of the Railmonster site and apps, which were made with the same source code.

The Railmonster apps and website uses the same source code which the developer developed and sold to the rights holder as a work for hire. The contract between the developer (who is also the developer of the Railmonster site and apps) grants the rights holder all IP rights to the app as well as any derivative applications or improvements. These sections of the contract specifically designate the rights holder as the owner of all IP associated with the app, any improvements, and any derivative works:

## "5. Copyright And Allied Rights

5.1. The Executor undertakes to delegate the Principal the copyright and associated copyright rights for the design and code in full, including the exclusive rights of the use on the following terms:

5.1.1. The exclusive rights shall be delegated to the Principal for the entire period of duration with the right of exploitation worldwide.

5.1.2. The Principal is entitled to transfer the received exclusive rights to a third party.

5.1.3. The Executor guarantees:

- the validity of the exclusive rights;
- the lack of violation of third party's rights when

developing the design;

- the lack of third party's right to impede the use, as well as to limit the Principal's rights to own, use or dispose the design any other way.

5.1.4. The Executor provides for the Principal the possibility to use the design and code without any indication of the authors and executors' names.

5.1.5. The Principal has the right to use the design and code under the brand name and (or) trademark of the Principal or a third party.

5.1.6. The Principal has the right to create new, creatively independent works on the basis of the design and code.

5.1.7. The Principal has the right to separate some parts from the design and use them in other kinds of publicity, which includes removal, change of location of separate elements, addition of new elements, change of colour, etc.

5.1.8. There is no limitation as to the maximum number of copies of the design and code.

5.1.9. The Parties define the remuneration for the delegation of the exclusive rights in the amount, specified in subclauses 5.1.1. – 5.1.10., in the form of the sum, fixed in this Contract, which shall be included into the cost of services (Clause 3.1. of the Contract).

5.1.10. The delegation of the exclusive rights from the Executor to the Principal shall be made at the moment the Parties sign the Deed of Works Acceptance.

5.2. All video and audio materials as well as other creative works, which can form a part of the copyright or allied rights, and which were made by the Executor during the work performance, but did not entered into the final version of the design, as well as the exclusive rights to use them in the amount, specified in subclauses 5.1.1. – 5.1.10. of the Contract, shall be passed to the Principal simultaneously with the results of the work and exclusive rights.

If there are such materials and creative works, no additional remuneration for their transfer and for delegation of the exclusive rights is charged.

5.3. If the Principal has a need to change the design (produce additional versions) with the use of such materials and creative works, the Principal has the right to order such services from any executor at

its own choice without any notice to the Executor.

5.4. For the avoidance of any doubt, the Executor hereby assigns to Principal after finish all works all existing and future Intellectual Property Rights (including, without limitation, patents, copyright and related rights) and inventions arising from the App, Design and Code. The Executor agrees to promptly execute all documents and do all acts as may, in the sole opinion of Principal, be necessary to give effect to this clause. The Executor hereby irrevocably waives all moral rights and/or other rights and/or Intellectual Property Rights that may arise in relation to any intellectual property rights which the Executor has or will have in any existing or future works resulting out of the App, Design and Code and hereby acknowledges that such rights belong to the Principal. In the event that any rights including any Intellectual Property Rights do not automatically belong to the Principal, and without prejudice to any other right incorporated herein, the Executor irrevocably appoints the Principal to be his attorney in his name and on his behalf to execute documents, use the Executor's name and do all things which are necessary or desirable for the Principal to obtain for itself or its nominee the full benefit of any such rights.

As such, it is clear that you have the duty to remove the infringing app, <https://play.google.com/store/apps/details?id=com.railmonsters>, from the Google Play store or lose your safe harbor under 127 USC section 512.

**Kenneth G. Eade**

Author/Attorney/Consultant

<http://kennetheade.com>

[http://www.amazon.com/Kenneth-Eade/e/B00EWT89RG/ref=ntt\\_athr\\_dp\\_pel\\_pop\\_1](http://www.amazon.com/Kenneth-Eade/e/B00EWT89RG/ref=ntt_athr_dp_pel_pop_1)

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**Contract\_rail\_ninja\_app copy (2) (2).pdf**

407K